

# **EXHIBIT 2**



IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

CJ-18-1681

Ogden

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

MAR 28 2018

RICK WARREN  
COURT CLERK

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AMBER MICHELLE HOWE,

Plaintiff,

vs.

SAFECO INSURANCE COMPANY  
OF AMERICA,

Defendant.

Case No.

CJ-2018-1681

PETITION

Plaintiff Amber Michelle Howe, for her causes of action against the Defendant Safeco Insurance Company of America, alleges and states as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff is a citizen of Oklahoma and resident of Edmond, Oklahoma County, Oklahoma.
2. Defendant Safeco Insurance Company of America is a company organized and existing under the laws of the State of Massachusetts with its headquarters and principal place of business in Massachusetts. Safeco is licensed to and does engage in the business of insurance in Oklahoma. Safeco is part of the "Liberty Mutual" group of companies.
3. This Court has jurisdiction over this action pursuant to 12 O.S. §§ 137, 141 and 187.

FACTUAL BACKGROUND

4. On July 27, 2015, Plaintiff was involved in an automobile collision while proceeding southbound on Broadway Court in Edmond, Oklahoma. Plaintiff was rear-ended by an insured driver traveling at a high rate of speed.
5. Plaintiff went to the hospital after the collision with complaints of injury to her neck, lower back, left arm and wrist, chest and ribs. She followed up with Dr. Glenn Smith of Associated Orthopedics,

where an MRI revealed a partial tear in her left shoulder, multilevel disc bulges in the cervical spine and a disc bulge at L5-S1.

6. Dr. Smith referred Plaintiff to physical therapy, and she attended over 20 sessions with little or no relief.

7. Plaintiff was then referred to Dr. Scott Mitchell for cervical joint and lumbar facet joint block injections, and consulted with Dr. Robert Tibbs at Neuroscience Specialists. Dr. Tibbs has recommended that Plaintiff undergo lumbar fusion back surgery and a cervical discogram as a result of injuries she sustained in the collision.

**FIRST CAUSE OF ACTION:**  
**BREACH OF THE INSURANCE CONTRACT**

8. At the time of the collision, Plaintiff was insured under an insurance policy provided by Defendant Safeco, which included UM coverage with policy limits in the amount of \$250,000.

9. As a result of the bodily injuries Plaintiff suffered in the wreck at issue, Plaintiff has incurred medical bills in the amount of approximately \$101,633. Plaintiff has also been recommended to have lumbar fusion back surgery caused by injuries she suffered in the collision, at an estimated cost of approximately \$110,000.

10. While Defendant has paid a portion of the UM benefits available to Plaintiff, Defendant has denied her demand for UM policy limits.

11. Therefore, Defendant has breached the contract of insurance.

12. As a direct and proximate result of Defendant's breach of the insurance contract, Plaintiff has suffered damages in an amount in excess of \$75,000.

**SECOND CAUSE OF ACTION:**  
**BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

13. As an insurance company licensed to do business in the State of Oklahoma, Defendant is bound by Oklahoma statutory and common law to honor its contractual obligations to its insureds in good

faith. As such, Defendant has and continues to have a duty to deal fairly and in good faith with Plaintiff, its insured.

14. Defendant breached its duty to deal fairly and in good faith with Plaintiff because Defendant failed to fully and fairly consider and evaluate the facts and circumstances of Plaintiff's UM claim, including conducting a full, fair and timely investigation into the nature and extent of Plaintiff's injuries suffered in the collision at issue.

15. As a result of Defendant's breach of its duty to deal fairly and in good faith, Plaintiff suffered damages in excess of \$75,000.

16. Defendant's breach of the duty of good faith and fair dealing was intentional and malicious.

17. Punitive damages should be awarded against Defendant in an amount sufficient to punish Defendant and deter others.

WHEREFORE, Plaintiff Amber Michelle Howe prays for judgment against Defendant Safeco Insurance Company of America for an amount in excess of \$75,000 for damages, punitive damages, interest, attorney fees and such other relief as the Court deems just and equitable.

Respectfully submitted,

WARHAWK LEGAL



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**ATTORNEY LIEN CLAIMED**